

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

United Bio Energy, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 11/04/2004

2. Name and address of receiving party(ies)

Name: LaSalle Business Credit, LLC

Internal Address: Suite 425

Street Address: 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/383,069;
78/383,084

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniel A. Crowe, Esq.

Internal Address: Bryan Cave LLP

Street Address: 211 North Broadway, Suite 3600

City: St. Louis State: MO Zip: 63102-2750

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-4467

DO NOT USE THIS SPACE

9. Signature.

Daniel A. Crowe

Name of Person Signing


Signature


12/01/2004

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

11/19/2004
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Form PTO-1594 (Rev. 10/02) OMB No. 0851-0027 (exp. 6/30/2005)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>United Bio Energy, LLC</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u>			2. Name and address of receiving party(ies) Name: <u>LaSalle Business Credit, LLC</u> Internal Address: <u>Suite 425</u> Street Address: <u>135 South LaSalle Street</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60603</u> <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u>		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>11/04/2004</u>			If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>78/383,069;</u> <u>78/383,084</u>			B. Trademark Registration No.(s) _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Daniel A. Crowe, Esq.</u> Internal Address: <u>Suite 3600</u> Street Address: <u>211 North Broadway</u> City: <u>St. Louis</u> State: <u>MO</u> Zip: <u>63102-2760</u>			6. Total number of applications and registrations involved: 2		
			7. Total fee (37 CFR 3.41)..... \$ <u>65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: <u>02-4467</u>		
DO NOT USE THIS SPACE					
9. Signature: <u>Daniel A. Crowe</u> Name of Person Signing			 Signature		
			<u>11/19/2004</u> Date		
Total number of pages including cover sheet, attachments, and documents: 7					

Mail documents to be recorded with required cover sheet information to:
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Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this ~~4th~~ day of November _____, 2004, by United Bio Energy, LLC, a Kansas limited liability company ("UBE") in favor of LaSalle Business Credit, LLC, with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("Lender"):

WITNESSETH

WHEREAS, UBE has unconditionally guaranteed in favor of the Lender certain obligations of United Bio Energy Fuels, LLC and United Bio Energy Ingredients, LLC (collectively "Borrowers") more particularly described in that certain Loan and Security Agreement among Lender and Borrowers of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide for Lender to, from time to time, extend credit to or for the account of Borrowers; and

WHEREAS, UBE's guaranty is evidenced by that certain Continuing Unconditional Guaranty ("Guaranty") in favor of Lender; and

WHEREAS, to secure UBE's payment and performance of the Guaranty, UBE has agreed to execute this Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, UBE agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement or the Guaranty.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, UBE hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Guaranty of, a continuing security interest in UBE's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation,

damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of UBE's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. UBE warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) UBE is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by UBE not to sue third persons;

(iii) UBE has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) UBE has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. UBE agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, UBE shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. UBE represents and warrants that, based on a diligent investigation by UBE, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by UBE. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, UBE shall (i) become aware of any existing Trademarks of which UBE has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and UBE shall give to Lender prompt written notice thereof. UBE hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. UBE agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to UBE.

7. Product Quality. UBE agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, UBE agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by UBE or Borrowers under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon the indefeasible payment in full of Borrower's Liabilities and termination of the Financing Agreements and Guaranty, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements and Guaranty.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by UBE and Borrowers. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by UBE and Borrowers and until paid shall constitute Liabilities.

10. Duties of UBE. UBE shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by UBE and Borrowers.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, UBE shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and UBE shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing among UBE, Borrowers and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision,

or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. UBE hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as UBE's true and lawful attorney-in-fact, with power to (i) endorse UBE's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. UBE hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements and Guaranty have been terminated. UBE acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon UBE and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. UBE and Borrowers agree to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of UBE contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing by Borrowers under the Financing Agreements.

IN WITNESS WHEREOF, UBE has duly executed this Security Agreement as of the date first written above.

UBE:

United Bio Energy, LLC,
a Kansas limited liability company

By: Jeff Ruskam
Print Name: Jeff Ruskam
Title: President

Agreed and Accepted
As of the Date First Written Above

LaSalle Business Credit, LLC,
a Delaware limited liability company

By: Scott R. Busch, FVP
Scott R. Busch, First Vice President

BORROWERS:

United Bio Fuels, LLC,
a Kansas limited liability company

By: Jeff Ruskam
Print Name: Jeff Ruskam
Title: President

United Bio Ingredients, LLC,
a Kansas limited liability company

By: Jeff Ruskam
Print Name: Jeff Ruskam
Title: President

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
N/A		

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Word Mark "United Bio Energy"	Ser. No. 78383069	March 12, 2004
Design Logo	Ser. No. 78383084	March 12, 2004